

RECORDATION NO. 23637-B FILED

SEP 06 '01 10:56 AM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

September 6, 2001

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment of Lease Agreement, Management and Escrow Agreement, dated as of August 31, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease which is being filed with the Board under Recordation Number 23637.

The names and addresses of the parties to the enclosed document are:

Assignor: The Andersons, Inc.
480 West Dussel Drive
Maumee, Ohio 43537

Assignee: The Vaughn Group, Inc.
9367 Allen Road
West Chester, Ohio 45069

A description of the railroad equipment covered by the enclosed document is:

Nineteen (19) locomotives and one slug unit attached hereto.

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Mr. Vernon A. Williams
September 6, 2001
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A short summary of the document to appear in the index is:

Memorandum of Assignment of Lease Agreement, Management and Escrow Agreement.

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anm
Enclosures

DESCRIPTION OF UNITS

Group 1:

Description and quantity: one (1) SD-40 locomotives.

Locomotive Marks and Numbers: NECR 5032.

"Purchase Price": \$265,000 per locomotive

Group 2:

Description and quantity: ^{six (6)}~~seven (7)~~ GP-40-1-CU locomotives.

Locomotive Marks and Numbers: MNA 4012-4015 inclusive; ISRR 4037 and 4042.

"Purchase Price": \$182,500 per locomotive

Group 3:

Description and quantity: nine (9) SW-1200 locomotives.

Locomotive Marks and Numbers: SCRE 8; MS 73; VCRR 100 and 1200; MNA 751; SGVY 998 and 999; GSWR 1208 and 1237.

"Purchase Price": \$115,000 per locomotive

Group 4:

Description and quantity: two (2) GP-38-2 locomotives.

Locomotive Marks and Numbers: CORP 3819; DGNO 3833

"Purchase Price": \$275,000 per locomotive

Group 5:

Substituted for destroyed SD-40 locomotive NECR 5033

Description and quantity: one GP-38 control and one slug unit

Locomotive Marks and Numbers: GSWR 3813 and GSWR 4167

Substituted for Purchase Price of destroyed unit \$275,000

**MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT, MANAGEMENT AND
ESCROW AGREEMENT**

THIS MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT, MANAGEMENT AND ESCROW AGREEMENT (the "Assignment") is made and entered into as of August 5, 2001, by and between The Andersons, Inc., ("Assignor") and The Vaughn Group, Inc. ("Assignee"); and

Railcar, Ltd., as lessor, RailTex, Inc., as lessee, and RailAmerica, Inc., as guarantor, entered into that certain Master Lease Agreement dated as of December 28, 2000, and Schedule No. 1 executed pursuant thereto (together the "Lease") pertaining to the locomotive equipment described therein (the "Locomotives"). The Memorandum of Lease Agreement with respect to the Lease was filed on September 5, 2001 with the Surface Transportation Board (formerly known as the Interstate Commerce Commission) pursuant to 49 U.S.C. §11301. The Memorandum of Assignment of Lease was filed on Sept. 5, 2001 between Railcar, Ltd., as lessor/assignor and The Andersons, Inc., as assignee.

Concurrently herewith, Assignor has assigned to Assignee all right, title and interest of Assignor in and to the Locomotives and the Lease; and the parties desire to effect the assignment of the rights of Assignor under the Memorandum of Lease Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest of Assignor in, to and under the Lease; and Assignee accepts such assignment.

This Assignment may be executed in any number of counterparts, each executed counterpart constituting an original but altogether only one and the same assignment.

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SURFACE TRANSPORTATION BOARD

ASSIGNOR:

THE ANDERSONS, INC.

By: Gary L. Smith

Printed Name: Gary L. Smith

Title: Vice President, Finance and Treasurer

STATE OF OHIO)

COUNTY OF LUCAS) SS:

Before me, a Notary Public, in and for said county and state, personally appeared Gary L. Smith, the Vice President, Finance and Treasurer of The Andersons, Inc., an Ohio corporation, who acknowledged that he being thereunto duly authorized, did sign the foregoing instrument in behalf of said corporation and by authority of its board of directors on behalf of the corporation and that the same is the free act and deed of said officer and of said corporation.

In Testimony Whereof, I have hereunto set my hand and official seal at Maumee, Ohio, this 30th day of August, 2001.

Elizabeth J. Hall
Notary Public

My commission expires:

ELIZABETH J. HALL
Attorney at Law
Notary Public - State of Ohio
My Commission has no Expiration Date.
Section 147.03 O.R.C.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Assignment of Lease Agreement to be executed as of the date first above written.

ASSIGNEE:

THE VAUGHN GROUP, INC.

By: *John V. Handelsman*

Printed Name: **John V. Handelsman**
President and CEO

Title: _____

STATE OF OHIO)

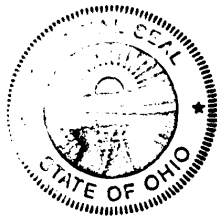
COUNTY OF BUTLER) SS:

Before me, a Notary Public, in and for said county and state, personally appeared John V. Handelsman, the President and CEO of The Vaughn Group, Inc., an Ohio corporation, who acknowledged that he being thereunto duly authorized, did sign the foregoing instrument in behalf of said corporation and by authority of its board of directors on behalf of the corporation and that the same is the free act and deed of said officer and of said corporation.

In Testimony Whereof, I have hereunto set my hand and official seal at West Chester, Ohio, this 30th day of August, 2001.

Kathy J. Voegelé
Notary Public
My commission expires:

896569_1



KATHY J. VOEGELE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 08-16-05

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